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20 DISCORD INC.

21 **UNITED STATES DISTRICT COURT**
22 **NORTHERN DISTRICT OF CALIFORNIA**
23 **OAKLAND DIVISION**

24 JANE DOE,

25 Plaintiff,

26 v.

27 ROBLOX CORPORATION; DISCORD INC.;
28 and DOES 1 – 50, inclusive,

Defendants.

Case No. 4:25-cv-03520-YGR

**[PROPOSED] ORDER GRANTING
DISCORD INC.'S MOTION TO COMPEL
ARBITRATION AND STAY
LITIGATION**

Hon. Yvonne Gonzalez Rogers

[PROPOSED] ORDER

Defendant Discord Inc.’s (“Discord”) Motion to Compel Arbitration and Stay Litigation (“Motion”) came on regularly for hearing on October 14, 2025, at 2:00 p.m. Having read and considered the Motion, all other evidence submitted in support of, and in opposition to, the Motion, and the arguments of the parties presented at the hearing, this Court finds that:

1. Plaintiff Jane Doe (“Doe”) accepted the Discord Terms of Service (the “Agreement”), which contains an arbitration agreement governed by the Federal Arbitration Act, 9 U.S.C. § 1.
2. Because the Agreement “clearly and unmistakably” delegates threshold issues such as the scope, validity, and enforceability of the Agreement to the arbitrator, the only issue for the Court to resolve is whether an arbitration agreement between Doe and Discord exists. *AT&T Techs., Inc. v. Commc’ns Workers of Am.*, 475 U.S. 643, 649 (1986); *see also Rent-A-Center, W., Inc. v. Jackson*, 561 U.S. 63, 68 (2010) (parties may delegate “threshold issues concerning the arbitration agreement”).
3. The Court finds that an arbitration agreement exists. *Rent-A-Center, W., Inc.*, 561 U.S. at 69 n.1, 88 n.2 (“[t]he issue of the agreement’s validity is different from the issue whether any agreement between the parties was ever concluded,” i.e., whether “it was in fact agreed to”).
4. Doe therefore must arbitrate this dispute with Discord according to the Agreement. *Henry Schein, Inc. v. Archer & White Sales, Inc.*, 586 U.S. 63, 67 (2019).

Plaintiff Jane Doe is therefore **ORDERED** to arbitrate her claims against Discord and this case is hereby **STAYED** pending the outcome of the arbitration proceedings.

IT IS SO ORDERED.

Dated: _____, 2025.

By _____
Honorable Yvonne Gonzalez Rogers
United States District Judge